

49 to advance the Project through final design and construction; and

50

51 **WHEREAS**, the Project would be an FRA “Undertaking” under Section 106 in the event
52 FRA provides financial assistance in the future for construction of the Project and FRA would be
53 the federal agency responsible for compliance with Section 106 if the Project becomes an
54 Undertaking; and

55

56 **WHEREAS**, in a letter dated June 5, 2016, ODOT on behalf of FRA, formally initiated
57 consultation for the Project with the Oregon State Historic Preservation Officer (SHPO) pursuant
58 to 36 CFR 800.3(c), although FRA and ODOT acknowledge coordination efforts with SHPO and
59 other parties such as potentially interested or affected federally recognized tribes regarding the
60 Project occurred since 2014 concerning the approach to Section 106 compliance as well as
61 geotechnical and environmental investigations necessary for the Project; and

62

63 **WHEREAS**, in the June 5, 2016 initiation letter and in a follow-up letter dated May 1,
64 2017, ODOT on behalf of FRA, proposed an Area of Potential Effects (APE) and an expanded
65 APE for the Project pursuant to 36 CFR 800.4(a)(1), and SHPO concurred with these APEs in a
66 letter to ODOT dated July 18, 2016 and letters to FRA dated May 19, 2017, and October 30, 2017;
67 and

68

69 **WHEREAS**, on April 29, 2019, FRA notified the ACHP regarding development of the PA
70 pursuant to 36 CFR 800.6(a)(1), and the ACHP responded to FRA in a letter dated May 15, 2019,
71 that it has chosen not to participate in consultation; and

72

73 **WHEREAS**, FRA invited ODOT and Prosper Portland to participate in consultation and
74 to be Invited Signatories to this PA and both parties accepted; and

75

76 **WHEREAS**, FRA, in letters dated September 24, 2014 and May 4, 2017, initiated
77 consultation with the Cowlitz Indian Tribe, the Confederated Tribes and Bands of the Yakama
78 Nation, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes
79 of Siletz Indians and the Confederated Tribes of the Warm Springs Reservation of Oregon and only
80 the Warm Springs Reservation responded with a request for archaeological monitoring of
81 geotechnical investigations at Portland Union Station (September 29, 2014) and no tribe accepted
82 FRA’s December 21, 2018 invitation to become a consulting party; and

83

84 **WHEREAS**, FRA, in letters dated May 4, 2017 and December 21, 2018, invited the
85 American Institute of Architects (Historic Resources Committee, Portland Chapter), Architectural
86 Heritage Center, Association of Oregon Rail and Transit Advocates (AORTA), City of Portland
87 Historic Landmarks Commission, Minnesota Historical Society (repository for Northern Pacific
88 Railway and James J. Hill historic documents), Northern Pacific Railway Historical Association,
89 Oregon Historical Society, Oregon Rail Heritage Foundation, Oregon Black Pioneers, Pacific
90 Northwest Chapter of the National Railway Historical Society, Portland Terminal Railroad
91 Company, Railroad Station Historical Society, Restore Oregon, Spokane, Portland and Seattle
92 (SP&S) Railway Historical Society, the Pacific Northwest Chapter of the National Railway
93 Historical Society, the Union Pacific Historical Society, and Amtrak to be consulting parties for
94 the Project, and the Architectural Heritage Center (January 14, 2019), Oregon Black Pioneers (March
95 7, 2019), Amtrak (March 22, 2019), AORTA (April 11, 2019), Oregon Rail Heritage Foundation
96 (May 3, 2019), Pacific Northwest Chapter of the National Railway Historical Society (May 3,

97 2019), and Restore Oregon (May 3, 2019) accepted the invitation; and

98
99 **WHEREAS**, the Portland Union Station building and grounds was listed in the National
100 Register of Historic Places (NRHP) August 6, 1975 and is historically significant under National
101 Register Criteria A and C, and is located within the APE, and the contributing features to this
102 historic property, including those that may be affected by the Project, are described in the NRHP
103 Determination of Eligibility (DOE) prepared for the Project in March 2016 and the SHPO
104 concurred on April 15, 2016 (Appendix B – Determination of Eligibility); and

105
106 **WHEREAS**, in addition to the DOE, FRA, ODOT and Prosper Portland prepared a
107 Historic Resources Baseline Study (May 2017, updated March 2018) to further understand historic
108 properties that may be present in the APE, and SHPO concurred with the study in May 2017; and

109
110 **WHEREAS**, archaeological monitoring was performed during geotechnical and
111 environmental investigations at the station in November 2014 because of the high probability of
112 encountering subsurface artifacts and deposits in the area of the parking forecourt (near historic-
113 era archaeological site 35MU257), the Front Yard (former location of the USO Depot Canteen),
114 and the Nursery (World War II “Diaper Depot”) and the results of the archaeological monitoring
115 are documented in a final report (March 15, 2015, Heritage Research Associates Report No. 403,
116 Archaeological Permit No. AP-1993) which recommended further archaeological investigations;
117 and

118
119 **WHEREAS**, FRA, ODOT, and Prosper Portland prepared an Archaeological Baseline
120 Study (May 30, 2017, Heritage Research Associates Report No. 418) for the Portland Union
121 Station building and grounds, which recommended the development of an Archaeological
122 Treatment Plan (ATP) to address the challenge of identifying and evaluating subsurface materials
123 beneath paved surfaces and buildings and identify areas where ground disturbing work will require
124 archaeological monitoring; and

125
126 **WHEREAS**, an ATP (September 15, 2017, Heritage Research Associates Report No.
127 425) (Appendix C – Archaeological Treatment Plan (ATP)) and companion Inadvertent
128 Discoveries Plan (IDP) (September 15, 2017) (Appendix D – Inadvertent Discoveries Plan (IDP))
129 were developed for the Project to guide archaeological identification, evaluation, assessment, and
130 monitoring effort along with protocols for addressing subsurface discoveries not anticipated in the
131 ATP; and

132
133 **WHEREAS**, FRA applied the criteria for adverse effect (36 CFR 800.5(a)(1)) and made
134 determinations of effect based on the 30% PE plans for the Project and submitted a combined
135 Finding of Effect (FOE) for the Project to SHPO on December 21, 2018 with a finding of no
136 adverse effect for below-ground historic properties and finding of adverse effect for above-ground
137 historic properties (Appendix E – Finding of Effect (FOE)); and

138
139 **WHEREAS**, in the FOE, FRA made a finding of no adverse effect for below-ground
140 historic properties on the condition that if the Project advances to final design and construction
141 and becomes an Undertaking, below-ground investigation and monitoring for potential
142 archaeological resources will proceed in accordance with the ATP and IDP, and SHPO concurred
143 with FRA’s finding in a letter dated April 23, 2019; and

145 **WHEREAS**, in the FOE FRA determined the Project would have an adverse effect through
146 the removal of the Nursery, repurposing of the Front Yard, the demolition and reconstruction of
147 the platforms and platform canopies on Tracks 1-4, and the demolition and reconstruction of the
148 High Shed, which are contributing elements to the NRHP-listed Portland Union Station, and SHPO
149 concurred with FRA’s finding in a letter dated April 23, 2019; and
150

151 **NOW, THEREFORE**, FRA and SHPO as Signatories and ODOT and Prosper Portland as
152 Invited Signatories (together the Signatories) agree that the Project, if it becomes an Undertaking
153 (i.e. funded for construction), will be implemented in accordance with the following stipulations
154 in order to take into account the effects of the Undertaking on historic properties.
155

156 **STIPULATIONS**
157

158 FRA will ensure the following measures are carried out:
159

160 **I. APPLICABILITY AND GENERAL REQUIREMENTS**

161 A. Applicability

- 162 1. This PA would apply to FRA’s Undertaking and would only bind FRA if FRA
163 provides financial assistance for construction of the Project.
- 164 2. This PA may apply should another Federal agency have an Undertaking as part of
165 the Project; that agency may agree to comply with the terms of this PA and become
166 a Signatory to fulfill its Section 106 responsibilities as provided for in Stipulation
167 V.D Amendments.
- 168 3. If the Project becomes an Undertaking, this PA can be amended in accordance with
169 Stipulation V.D Amendments to add additional Signatories who may have a future
170 role in implementing the Project, such as future recipient(s) of federal financial
171 assistance.
- 172 4. Prosper Portland, as owner of much of the buildings, grounds, and rail
173 infrastructure at Union Station, is assumed at the time of execution of this PA to be
174 the future Project Proponent. However, if another entity becomes the Project
175 Proponent, this PA can be amended to in accordance with Stipulation V.D
176 Amendments to add another Project Proponent as a Signatory.

177 B. Tribal Consultation

- 178 1. FRA retains ultimate responsibility for complying with all federal requirements
179 pertaining to direct government-to-government consultation with interested or
180 affected federally recognized tribes. Notwithstanding any other provision in this
181 Stipulation, FRA will honor the request of any interested or affected federally
182 recognized tribes for direct government-to-government consultation regarding the
183 Project.

184 C. Protection of Sensitive Information

- 185 1. Consistent with Section 304 of the NHPA, as amended, the Signatories to this PA
186 will withhold from disclosure to the public, information about the location,
187 character, or ownership of a historic property if it is determined that disclosure
188 may: (1) cause a significant invasion of privacy; (2) risk harm to a historic
189 property; or (3) impede the use of a traditional religious site by practitioners.

190 D. Professional Standards

- 191 1. FRA, ODOT, and Prosper Portland will ensure that all cultural resources work
192 carried out under this PA is conducted by or under the direct supervision of a

- 193 person or persons meeting the Secretary of the Interior’s Professional
194 Qualifications Standards (36 CFR Part 61, Appendix A).
- 195 2. Activities carried out pursuant to this PA will meet the Secretary of the Interior’s
196 Standards and Guidelines for Archeology and Historic Preservation (48 Fed. Reg.
197 44716) as well as existing standards and guidelines for historic preservation
198 activities established by SHPO, including the “State of Oregon Archaeological
199 Reporting Guidelines” (2011).
- 200 E. Timeframes and Notifications
- 201 1. All time designations are in calendar days unless otherwise stipulated. If a review
202 period ends on a Saturday, Sunday or Federal holiday, the review period will be
203 extended until the next business day.
- 204 2. All review periods start on the day the documents are sent to the relevant parties
205 which constitutes notification unless otherwise stipulated in this PA.
- 206 3. All notifications required by this PA will be sent by email and/or other electronic
207 means unless a mailed notification is requested by a recipient.
- 208 F. Document Review
- 209 1. Where required under this PA, Prosper Portland, in coordination with FRA and
210 ODOT, will submit documentation to the Signatory Parties, interested or affected
211 federally recognized tribes, and other consulting parties for review, comment
212 and/or concurrence.
- 213 2. If the appropriate parties do not provide written comments to Prosper Portland
214 within the stated review period, it is understood that the non-responding parties
215 have no comments on the submittal, and Prosper Portland may proceed to the next
216 step of the consultation process.
- 217 3. If the Signatory Parties, interested or affected federally recognized tribes, or other
218 consulting party objects or recommends extensive revisions to submissions within
219 the review period, Prosper Portland, in coordination with FRA and ODOT, will
220 work expeditiously to respond to objections and resolve disputes. FRA may elect
221 to follow the dispute resolution process identified in Stipulation V.F Dispute
222 Resolution.

224 II. IDENTIFICATION, EVALUATION, AND ASSESSMENT OF EFFECTS

225 A. Above-Ground Historic Properties

226 1. Revision of APE

- 227 a. As Project design advances, it is possible that the APE boundaries may need
228 to be revised. In this event, Prosper Portland will prepare documentation to
229 support a revised APE for review following Stipulation I.F Document
230 Review and Stipulation IV.A Changes to the Approved Scope of Work.

231 2. Identification and Evaluation of Historic Properties

- 232 a. If future revisions to the DOE become necessary during the effective period
233 of this PA, Prosper Portland will prepare the necessary documentation for
234 review following Stipulation I.F Document Review and Stipulation IV.A
235 Changes to the Approved Scope of Work.

236 3. Assessment of Effects

- 237 a. As Project design advances, it is possible that the precise nature, degree,
238 scale, severity, and/or number of adverse effects could change. In this event,
239 Prosper Portland will prepare documentation to support a revised
240 assessment of effects finding for the review following Stipulation I.F

241 Document Review and Stipulation IV.A Changes to the Approved Scope of
242 Work.

243 B. Below-Ground Historic Properties

244 1. Revision of APE

- 245 a. As Project design advances, it is possible that the APE boundaries may need
246 to be revised. In this event, Prosper Portland will prepare documentation to
247 support a revised APE for review following Stipulation I.F Document
248 Review and Stipulation IV.A Changes to the Approved Scope of Work.

249 2. Identification and Evaluation of Historic Properties

- 250 a. The ATP identifies the types and nature of material culture likely to be
251 encountered and provides recommendations for archaeological monitoring,
252 including specific areas associated with the parking forecourt, Front Yard,
253 Nursery, and Broadway Pier Bridge. Archaeological monitoring will be
254 required if the Project proceeds to construction.
- 255 b. The IDP is intended to guide construction contractors and archaeologists in
256 the event that cultural materials and/or human remains are inadvertently
257 discovered during construction. The IDP requires work stoppage and
258 immediate action by relevant parties in the event of a discovery.
259 Compliance with the IDP will be required if the Project proceeds to
260 construction.
- 261 c. If future revisions to the ATP or IDP become necessary during the effective
262 period of this PA, Prosper Portland will prepare the documentation for
263 review following Stipulation I.F Document Review and Stipulation IV.A
264 Changes to the Approved Scope of Work.

265 3. Assessment of Effects

- 266 a. Prosper Portland will use reasonable efforts to ensure that contractors
267 involved in the implementation of all phases of the Project are aware of and
268 comply with the requirements of this PA, the ATP, and the IDP. Compliance
269 with this PA, the ATP, and the IDP is required as part of each Project
270 contract and Prosper Portland will ensure the requirements are written into
271 all of the Project contracts.
- 272 b. If archaeological properties are discovered during Project construction
273 activities that may be historically significant or unanticipated effects to
274 historic properties are identified, FRA, ODOT and Prosper Portland will
275 follow the requirements established in the ATP and IDP and comply with
276 36 CFR Part 800 by consulting with SHPO, consulting parties and interested
277 or affected federally recognized tribes that attach religious and/or cultural
278 significance to the affected properties.

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280 **III. RESOLUTION OF ADVERSE EFFECTS - MITIGATION TREATMENT**
281 **MEASURES & PLANS**

- 282 A. FRA, or the applicable federal funding agency party to the PA, in coordination with
283 Prosper Portland, will resolve adverse effects to historic properties through the
284 development of one or more mitigation treatment measure plans which will minimize
285 and mitigate the adverse effects while taking into account the significance and severity
286 of the effects.
- 287 B. FRA, or the applicable federal funding agency party to the PA, in coordination with
288 Prosper Portland, will propose in writing the implementation of a one or more

- 289 mitigation treatment measures for historic properties specified in Appendix F –
290 Mitigation Treatment Measures, and will provide documentation specified in 36 CFR
291 800.11(e), as subject to the confidentiality provisions of 36 CFR 800.11(c)).
- 292 C. Unless a Signatory, interested or affected federally recognized tribe, or consulting
293 party objects within 30 days of receipt, FRA or the applicable federal funding agency
294 party to the PA, in coordination with Prosper Portland, will assume consensus on the
295 proposed mitigation treatment measures plan and will require Prosper Portland to
296 implement the plan. The use of a mitigation treatment measures plan(s) will not require
297 the execution of a Memorandum of Agreement (MOA) or PA.
- 298 D. If a Signatory, interested or affected federally recognized tribe, or consulting party
299 objects to the proposed mitigation treatment measures plan within the 30 day review
300 and comment period, the process outlined in Stipulation I.F Document Review and
301 Stipulation V.F Dispute Resolution will be followed.
- 302 E. For below-ground historic properties, as described in Stipulation II.B Identification,
303 Evaluation, and Assessment of Effects – Below-Ground Historic Properties, FRA or
304 the applicable federal funding agency party to the PA, in coordination with Prosper
305 Portland, will avoid and minimize adverse to effects through adherence to the ATP
306 and IDP. As appropriate, FRA or the applicable federal funding agency party to the
307 PA, in coordination with Prosper Portland, will propose mitigation treatment measures
308 plans for below-ground historic properties as outlined in Appendix F – Mitigation
309 Treatment Measures.

310 311 **IV. OTHER CONSIDERATIONS**

- 312 A. Changes to the Approved Scope of Work
- 313 1. If Prosper Portland proposes changes to the Project as it is described in the FOE and
314 such changes may result in additional or new effects on historic properties, ODOT
315 and/or Prosper Portland will notify FRA, or the applicable federal funding agency
316 party to the PA, and SHPO and consulting parties of such changes. Before ODOT
317 and/or Prosper Portland take any action that may result in additional or new effects
318 on historic properties, FRA, or the applicable federal funding agency party to the
319 PA, and SHPO will consult to determine the appropriate course of action.
- 320 B. Anticipatory Actions
- 321 1. FRA, or the applicable federal funding agency party to the PA, will not approve
322 a notice to proceed for the Project to ODOT and Prosper Portland if those parties
323 intentionally avoid the requirements of this PA, Section 106 of the NHPA, or 36
324 CFR Part 800, and subsequently causes an adverse effect to a historic property
325 to which the funding relates, or having legal authority to prevent it, allowed such
326 adverse effect to occur. However, after consulting with the Signatories, FRA, or
327 the applicable federal funding agency party to the PA, may determine that
328 circumstances justify funding approval despite the adverse effect created or
329 permitted, and will complete consultation for the Undertaking pursuant to
330 Stipulation I.F Document Review and Stipulation III Resolution of Adverse
331 Effects – Mitigation Treatment Measures & Plans of this PA, as appropriate.
- 332 2. FRA has advised ODOT and Prosper of this Stipulation and requires that Prosper
333 Portland not initiate an activity at Portland Union Station, for which they are
334 seeking FRA funding, prior to compliance with this PA. ODOT and Prosper
335 Portland may jeopardize eligibility for FRA funding if work is initiated prior to
336 compliance with this PA.

- 337 C. Public Participation
338 1. A draft of this PA, along with supporting documentation (e.g. technical studies),
339 was made available on Prosper Portland’s Project website [**ADD PUBLIC**
340 **COMMENT DATE RANGE**] for a 30 day public review and comment period.
341 The Signatories and consulting parties, considered public input during a
342 consultation meeting on [**ADD DATE**] prior to finalizing and executing the PA.
343 2. All Annual Summary Reports, pursuant to Stipulation V.B Monitoring and
344 Reporting will be made available on Prosper Portland’s Project website for the
345 duration that the PA remains in effect.
346 3. Proposed substantive amendments to this PA, pursuant to Stipulation V.D
347 Amendments, will be made available on Prosper Portland’s Project website for
348 a 30 day public review and comment period, along with supporting
349 documentation, as appropriate.
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351 **V. IMPLEMENTATION OF THIS PA**

352 A. Effective Date

- 353 1. Once this PA has been signed by all the Signatories it will be effective on the date
354 that it is filed with the ACHP.
355 2. The terms of this PA will only be carried out if federal funds are provided for
356 additional design and construction and the federal funding agency becomes a
357 Signatory to this PA in order to fulfil its Section 106 obligations.
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359 B. Monitoring and Reporting

- 360 1. Each January 31st following the execution of this PA, until it expires or is terminated,
361 Prosper Portland will provide the Signatories an Annual Summary Report detailing
362 work undertaken pursuant to its terms. This report will include proposed scheduling
363 changes, newly identified opportunities for funding and partnership, challenges
364 encountered, and any disputes and objections received during implementation of
365 this PA. Prosper Portland will confer annually and as necessary with the other
366 Signatories within 30 days after the issuance of the Annual Summary Report to
367 review the report and/or discuss issues and concerns in greater detail, if warranted.
368 This review may occur in person or by telephone.
369 2. Prosper Portland will make each Annual Summary Report available to the public on
370 the Project website within 30 days after issuance to the Signatories.

371 C. Duration and Extension

- 372 1. This PA will remain in effect from the date of it is filed with the ACHP for a period
373 not to exceed 10 years, unless otherwise extended pursuant to Stipulation V.C.2
374 below, or terminated pursuant to Stipulation V.G, Severability and Termination.
375 2. The Signatories may collectively agree to extend this PA to cover additional
376 calendar years, or portions thereof, through an amendment in accordance with
377 Stipulation V.D Amendments, provided that the original PA has not expired.

378 D. Amendments

- 379 1. Any Signatory to this PA may propose that it be amended, whereupon the parties
380 will confer and consider the proposed amendment. Any resulting substantive
381 amendment will require the written concurrence and consensus of all Signatories
382 after a 30 day public review and comment period. Amendments will become
383 effective on the date of the last signature. Substantive amendments do not include
384 adding Signatories, extending the duration of the PA, or similar changes.

E. Adoptability

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1. In the event that another Federal agency, not initially party to this PA receives an application for financial assistance, permits, licenses, or approvals for the Project as described in this PA, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this PA and providing the Signatories an electronic copy of its written concurrence. The other Federal agency's adoption of the PA will be evidenced by that agency's execution of a signature page in counterpart to this PA, providing the signature page to the Signatories, filing with the ACHP, and implementation of the terms of this PA. Any necessary modifications and/or amendments will be considered in accordance with Stipulation V.D Amendments.

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F. Dispute Resolution

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1. Any party to this PA or any tribe or other consulting party may object to any proposed action(s) or the manner in which the terms of this PA are implemented by submitting its objection in writing to FRA. If FRA receives an objection, it will notify the other Signatories of the objection and consult with the other Signatories and the objecting party to resolve the objection. If FRA determines that the objection cannot be resolved through consultation within 30 days, FRA will:
 - a. Forward all documentation relevant to the dispute, including FRA's proposed resolution, to the ACHP with a copy to the other Signatories. FRA will request that the ACHP provide FRA with its advice on the resolution of the objection within 30 days of receiving the documentation.
 - b. If the ACHP does not provide its advice regarding the dispute within the 30 days, FRA may make a decision on the dispute and proceed accordingly.
 - c. FRA will document its decision in a written response to the objection that takes into account any timely comments received regarding the dispute from the ACHP (if commenting) and the other Signatories when making its final decision on the dispute and provide the ACHP and the other Signatories with a copy of the response.
 - d. FRA may then proceed according to its final decision.
 2. The Signatories remain responsible for carrying out all other actions subject to the terms of this PA that are not the subject of the dispute.
 3. Each party reserves any and all rights it may otherwise have to enforce its rights or seek resolution of the dispute under applicable law.

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G. Severability and Termination

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1. In the event any provision of this PA is deemed by a Federal court to be contrary to, or in violation of, any applicable existing law or regulation of the United States of America, only the conflicting provision(s) shall be deemed null and void, and the remaining provisions of the PA shall remain in effect.
 2. If any Signatory to this PA determines that its terms will not or cannot be carried out, that Signatory will immediately consult with the other Signatories to attempt to develop an amendment in accordance with the Stipulation V.D Amendments. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the PA upon written notification to the other Signatories.
 3. Once the PA is terminated, in the event that FRA intends to fund subsequent design and/or construction for the Project, FRA will comply with Section 106 through other applicable means pursuant to 36 CFR Part 800. Upon decision to terminate this PA, FRA will provide written notice to other Signatories and the

- 433 ACHP notice.
- 434 4. This PA may be terminated by the implementation of a subsequent agreement,
- 435 pursuant to 36 CFR § 800.14(b), that explicitly terminates or supersedes this PA.
- 436 H. Execution
- 437 1. This PA may be executed in counterparts, with a separate page for each Signatory.
- 438 2. Execution and implementation of this PA evidences that FRA has taken into account
- 439 the effects of the Project, if it becomes an Undertaking, on historic properties and
- 440 has afforded the ACHP a reasonable opportunity to comment, and has satisfied its
- 441 responsibilities under Section 106 of the NHPA and its implementing regulations.

**PROGRAMMATIC
AGREEMENT AMONG
THE FEDERAL RAILROAD ADMINISTRATION,
THE OREGON STATE HISTORIC PRESERVATION OFFICE,
THE OREGON DEPARTMENT OF TRANSPORTATION,
AND PROSPER PORTLAND
REGARDING THE PORTLAND UNION STATION BUILDING
& TRACKS IMPROVEMENT PROJECT, CITY OF
PORTLAND, MULTNOMAH COUNTY, OREGON**

FEDERAL RAILROAD ADMINISTRATION – SIGNATORY

By: _____ Date: _____

Name / Title: Jamie Rennert, Director, Office of Program Delivery

**PROGRAMMATIC
AGREEMENT AMONG
THE FEDERAL RAILROAD ADMINISTRATION,
THE OREGON STATE HISTORIC PRESERVATION OFFICE,
THE OREGON DEPARTMENT OF TRANSPORTATION,
AND PROSPER PORTLAND
REGARDING THE PORTLAND UNION STATION BUILDING
& TRACKS IMPROVEMENT PROJECT, CITY OF
PORTLAND, MULTNOMAH COUNTY, OREGON**

OREGON STATE HISTORIC PRESERVATION OFFICE – SIGNATORY

By: _____ Date: _____

Name / Title: _____

**PROGRAMMATIC
AGREEMENT AMONG
THE FEDERAL RAILROAD ADMINISTRATION,
THE OREGON STATE HISTORIC PRESERVATION OFFICE,
THE OREGON DEPARTMENT OF TRANSPORTATION,
AND PROSPER PORTLAND
REGARDING THE PORTLAND UNION STATION BUILDING
& TRACKS IMPROVEMENT PROJECT, CITY OF
PORTLAND, MULTNOMAH COUNTY, OREGON**

OREGON DEPARTMENT OF TRANSPORTATION – INVITED SIGNATORY

By: _____ Date: _____

Name / Title: _____

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL RAILROAD ADMINISTRATION,
THE OREGON STATE HISTORIC PRESERVATION OFFICE,
THE OREGON DEPARTMENT OF TRANSPORTATION,
AND PROSPER PORTLAND
REGARDING THE PORTLAND UNION STATION BUILDING &
TRACKS IMPROVEMENT PROJECT, CITY OF PORTLAND,
MULTNOMAH COUNTY, OREGON**

PROSPER PORTLAND – INVITED SIGNATORY

By: _____ Date: _____

Name / Title: Kimberly Branam, Executive Director